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## **PART I - THE SCHEDULE**

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

## SOLICITATION

### SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended			
<b>2. Request for Proposal (RFP) Number:</b>  N02CO77015-39	<b>3. Issue Date:</b>  May 14, 2007	<b>4. Just in Time:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes See Part IV Section L	<b>5. Set Aside:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes See Part IV Section L
6. Title : State Cancer Policy Database Program Support			
<b>7. ISSUED BY:</b> Office of Acquisitions National Cancer Institute National Institutes of Health Office of Acquisitions National Cancer Institute, National Institutes of Health P.O. Box B, 244 Miller Drive, Room 102 Fort Detrick Frederick, Maryland 21702-1200		<b>8. SUBMIT OFFERS TO:</b> See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 02:00 pm local time on 06/15/2007. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.			
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED IN SECTION L.1. OF THIS SOLICITATION.			
11. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. <a href="http://www.ccr.gov">http://www.ccr.gov</a>			
12. FOR INFORMATION CALL: Theresa H. Shroff PHONE: 301-228-4223 e-MAIL: ts144t@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.			
See Section L, Page 33 for information regarding "QUESTIONS" relating to this Solicitation.		Theresa H. Shroff Contracting Officer Office of Acquisitions National Cancer Institute	

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The overall goal of this project is to maintain, update, and enhance the State Cancer Policy Database (SCPD) and to develop and disseminate information and analyses based on SCPD data. The SCPD data provides information for: evaluating the effect of state legislation on public health and on the application of cancer control science, facilitating the application of cancer control science; and monitoring legislative trends that may reflect changing public attitudes and practices toward cancer prevention and control.

### ARTICLE B.2. ESTIMATED COST AND FIXED FEE

- a. The estimated cost of the Base Period of this contract is \$\_\_\_\_\_.
- b. The fixed fee for the Base Period of this contract is \$\_\_\_\_\_. The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract. Payment of fixed fee shall not be made in less than monthly increments.
- c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee for the Base Period is \$\_\_\_\_\_.
- d. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost plus the fixed fee will be increased as follows:

	<b>Estimated Cost (\$)</b>	<b>Fixed Fee (\$)</b>	<b>Estimated Cost Plus Fixed Fee (\$)</b>
Base Period: Contract Year 1			
Option Period(s):			
Option Period 1 - Contract Year 2			
Option Period 2 - Contract Year 3			
Option Period 3 - Contract Year 4			
Option Period 4 - Contract Year 5			
Total [Base Period and Option(s)]			

- e. Total funds currently available for payment and allotted to this contract are \$\_\_\_\_\_ of which \$\_\_\_\_\_ represents the estimated costs, and of which \$\_\_\_\_\_ represents the fixed fee. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.
- f. It is estimated that the amount currently allotted will cover performance of the contract through \_\_\_\_\_.
- g. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

### **ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS**

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable. 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

### **ARTICLE B.4. ADVANCE UNDERSTANDINGS**

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

## SECTION C - STATEMENT OF WORK

### ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated 03/03/2007, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

### ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format. In addition, one (1) hardcopy of each report shall be submitted to the Contracting Officer, unless otherwise specified.

- a. **Technical Progress Reports**

1. In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award.

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) 3 hard copies of these reports will be required as follows:

☒ Monthly

☐ Quarterly

☐ Semi-Annually

☒ Annually

☐ Annually (with a requirement for a Draft Annual Report)

☒ Final - Upon final completion of the contract

☐ Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

- b. **Other Reports/Deliverables**

#### **Monthly Status Reports**

- a. Contents

This report shall be prepared by individual active tasks and shall include an outline of all sub-tasks, activities, status, next steps, individuals responsible for the activities, deadlines, anticipated problems and potential solutions, and related information per task.

- b. Reporting Period

The reporting period shall consist of each calendar month. The first report shall cover the period consisting of the first calendar month following the effective date of the contract in addition to any fractional part of the initial month.

- c. Report Due Date

Reports shall be submitted 10 calendar days after the reporting period. The last report shall be submitted on or before the completion date of this contract.

### **Monthly Budget and Labor Summaries**

#### **a. Contents**

*For each task worked on, provide the following information by tasks:*

1. Status (active, complete, or closed);
2. Total direct labor hours expended;
3. Total cost expended; and
4. Current period expenditures of hours and costs.

*Provide the following cumulative totals for all tasks issued to date:*

1. Hours expended; and
2. Cost dollars expended.
3. A projection shall be made and provided of labor hours expended as of the expiration date of the contract. This projection shall be extrapolated from the sum of labor hours actually expended for closed or completed tasks. A constant rate of authorization and expenditure shall be assumed for this extrapolation. Costs expended at completion shall be projected on the same basis as described for labor hours above.

#### **b. Reporting Period**

The reporting period shall consist of each calendar month. The first report shall cover the period consisting of the first calendar month following the effective date of the contract in addition to any fractional part of the initial month.

#### **c. Reports Due Date**

Reports shall be submitted 30 calendar days after the reporting period. The last report shall be submitted on the completion date of the contract.

### **Updated State Cancer Policy Database Operations Manual**

As requested by the Project Office, the Contractor shall periodically update the State Cancer Policy Database Operations Manual.

### **Annual Report**

The Contractor shall submit an annual written report of no more than five pages which briefly summarizes results and problems encountered (including solutions) during the covered contract period. This report shall be submitted 30 calendar days after the contract award date.

### **Final Report**

The Contractor shall submit a Final Report on the expiration date of the contract. The report shall include a summation of the work performed and salient results obtained for the entire contract period of performance. The final report shall be in sufficient detail to describe comprehensively the results achieved. An annual report shall not be required for the period when the Final Report is due.

### **Inventory and disposition report**

The Contractor shall submit an inventory and disposition report of all materials collected, stored, maintained or developed under this contract, including but not limited to documents, data (source codes/documents, data files, databases) programs and computer software. This report shall be due three (3) months prior to the contract completion date.



Copies of all required reports shall be submitted, prepaid, to the following:

No. of Copies Addressee

2 copies to:

Project Officer

(Name of Project Officer will be provided at time of award)

Office of Policy and Analysis Response

National Cancer Institute

Building , Room

Bethesda, MD 20892-

1 original to:

Contracting Officer

NCI Office of Acquisitions

National Cancer Institute

P.O. Box B, 244 Miller Drive, Room 102

Ft. Detrick, Frederick, MD 21702-1201

1. Source Code and Object Code

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

## **SECTION D - PACKAGING, MARKING AND SHIPPING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

## SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:  
TBA (Project Officer)  
Building Room No. \_\_\_\_\_  
NIH Campus  
Bethesda, Maryland 20892

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Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

*FAR Clause 52.246-5, Inspection of Services - Cost-Reimbursement (April 1984).*

## SECTION F - DELIVERIES OR PERFORMANCE

### ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from 09/16/2007 through 09/15/2008 .
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
Option 1	09/16/2008 - 09/15/2009
Option 2`	09/16/2009 - 09/15/2010
Option 3	09/16/2010 - 09/15/2011
Option 4	09/16/2011 - 09/15/2012

### ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract. will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract]:

Item	Description	Quantity	Delivery Schedule
(1)	Monthly Status Report	3	10th calendar day of each month
(2)	Monthly Budget and Labor Summary	3	10th calendar day of each month
(3)	Udated State Cancer Policy Database Operations Manual	1	As requested by Project Officer
(4)	Annual Report	3	October 16 of each contract year
(5)	Inventory and Disposition Report of all Materials Collected, Stored, Maintained or Developed under this Contract.		Contract completion date
(6)	Source Code and Object Code	1	Contract completion date
(7)	Final Report	3	Contract completion date

- b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No	Quantity
Project Officer	1, 2, 3, 4, 5, 6 and 7	2 copies

Contracting Officer	1, 2, 4, 5 and 7	1 original
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- c. Unless otherwise specified, Deliveries shall be made to the Delivery Point between 8:30 am and 3:30 pm EST only.

### **ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/comp/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

**52.242-15, Stop Work Order** (August 1989) with **Alternate I** (April 1984).

**52.247-35, F.o.b. Destination Within Consignees Premises** (April 1984).

## SECTION G - CONTRACT ADMINISTRATION DATA

### ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

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The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.

The Government may unilaterally change its Project Officer designation.

### ARTICLE G.2. KEY PERSONNEL

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.270-5 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

(End of Clause)

Pursuant to the Key Personnel clause incorporated in Section I of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME	TITLE
[To be specified prior to award]	

### ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

1. Invoices/financing requests shall be submitted as follows

- a. To be considered a "proper" invoice in accordance with FAR 32.9, Prompt Payment, each invoice shall clearly identify the two contract numbers that appear on the face page of the contract as follows:  
Contract No. (This is the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN261200411000C.)  
ADB Contract No. (This is the 10 digit number that appears in the upper left hand corner of the SF-26, i.e. N01-CO-41234.)
- b. An original and two copies to the following designated billing office:  
Contracting Officer  
Office of Acquisitions  
National Cancer Institute, NIH  
EPS, Room \_\_\_\_  
6120 EXECUTIVE BLVD MSC \_\_\_\_  
BETHESDA MD 20892- \_\_\_\_

#### **ARTICLE G.4. INDIRECT COST RATES**

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services  
Office of Acquisition Management and Policy  
National Institutes of Health  
6100 Building, Room 6B05  
6100 EXECUTIVE BLVD MSC-7540  
BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

#### **ARTICLE G.5. GOVERNMENT PROPERTY**

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "Contractor's Guide for Control of Government Property," which can be found at:

<http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>.

#### **ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) shall be submitted \_\_\_\_\_ [Insert Dates].

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

<http://oamp.od.nih.gov/OD/CPS/cps.asp>

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### ARTICLE H.1. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

### ARTICLE H.2. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given prior to the expiration date of this contract, and the estimated cost plus fixed fee [if fee applies] of the contract will be increased as set forth in ARTICLE B.2., ESTIMATED COST PLUS FIXED FEE.

### ARTICLE H.3. INFORMATION SECURITY

The Statement of Work (SOW) requires the contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies, the contractor and any subcontractor performing under this contract shall comply with the following requirements: Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/policies/FISMA-final.pdf>

a. Information Type

☒ Administrative, Management and Support Information

☐ C.2.2.3. Regulatory Creation Information Type

☐ Mission Based Information

b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High

Integrity Level: ☒ Low ☐ Moderate ☐ High

Availability Level: ☒ Low ☐ Moderate ☐ High

**Overall Level:** ☒ Low ☐ Moderate ☐ High

c. Position Sensitivity Designations

- The following position sensitivity designations and associated clearance and investigation requirements apply under this contract.

[ ] **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI)

[X] **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[X] **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

2. The contractor shall submit a roster, by name, position and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Contracting Officer shall notify the contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: <http://ais.nci.nih.gov/forms/Suitability-roster.xls>.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

3. Contractor/subcontractor employees shall comply with the HHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:  
 Levels 5 and 1: Contractor/subcontractor employees may begin work under the contract after the contractor has submitted the name, position and responsibility of the employee to the Project Officer, as described in paragraph c. (2) above.  
 Level 6: In special circumstances the Project Officer may request a waiver of the pre-appointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the contractor/subcontractor employee to work under the contract.

d. Information Security Training

The contractor shall ensure that each contractor/subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract.

The contractor shall maintain a listing by name and title of each contractor/subcontractor employee working under this contract that has completed the NIH required training. Any additional security training completed by contractor/subcontractor staff shall be included on this listing. [The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.]

Contractor/subcontractor staff shall complete the following additional training prior to performing any work under this contract:

e. Rules of Behavior

The contractor/subcontractor employees shall comply with the NIH Information Technology General Rules of Behavior at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Personnel Security Responsibilities

The contractor shall perform and document the actions identified in the "Employee Separation Checklist", attached and made a part of this contract, when a contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request.

g. Commitment to Protect Non-Public Departmental Information Systems and Data

## 1. Contractor Agreement

The Contractor and its subcontractors performing under this SOW shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

## 2. Contractor-Employee Non-Disclosure Agreements

Each contractor/subcontractor employee who may have access to non-public Department information under this contract shall complete the Commitment to Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

h. NIST SP 800-26 Self-Assessment Questionnaire

The contractor shall annually update and re-submit its Self-Assessment Questionnaire required by NIST Draft SP 800-26, Revision 1, Guide for Information Security Program Assessments and System Reporting Form ( <http://csrc.nist.gov/publications/drafts/Draft-sp800-26Rev1.pdf> - See Appendix B for format).

Subcontracts: The contractor's annual update to its Self-Assessment Questionnaire shall include similar information for any subcontractor that performs under the SOW to (1) develop a Federal information system(s) at the contractor's/subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the contractor's/subcontractor's facility.

The annual update shall be submitted to the Project Officer, with a copy to the Contracting Officer [For option contracts: no later than the completion date of the period of performance/ for all other contracts: indicate due date as determined by the Project Officer/Contracting Officer].

i. Information System Security Plan

The contractor's draft ISSP submitted with its proposal shall be finalized in coordination with the Project Officer no later than 90 calendar days after contract award.

Following approval of its draft ISSP, the contractor shall update and resubmit its ISSP to the Project Officer every three years or when a major modification has been made to its internal system. The contractor shall use the current ISSP template in Appendix A of NIST SP 800-18, Guide to Developing Security Plans for Federal Information Systems. (<http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>). The details contained in the contractor's ISSP shall be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels of this Article.

Subcontracts: The contractor shall include similar information for any subcontractor performing under the SOW with the contractor whenever the submission of an ISSP is required.

## ARTICLE H.4. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be accessed at <http://www.access-board.gov/>.

The standards applicable to this requirement are listed below :

1194.22 Web-based intranet and internet information and applications

1194.31 Functional performance criteria

## ARTICLE H.5. ENERGY STAR REQUIREMENTS

Executive Order 13123, "Greening the Government Through Efficient Energy Management" and FAR 23.203 require that when Federal Agencies acquire energy using products, they select, where life-cycle cost-effective, and available, ENERGY STAR® or other energy efficient products.

Unless the Contracting Officer determines otherwise, all energy-using products acquired under this contract must be either an ENERGY STAR® or other energy efficient product designated by the Department of Energy's Federal Energy Management Program (FEMP).

For more information about ENERGY STAR® see <http://www.energystar.gov/>

For more information about FEMP see <http://www.eere.energy.gov/>

## ARTICLE H.6. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

## ARTICLE H.7. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

## ARTICLE H.8. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General  
Department of Health and Human Services  
TIPS HOTLINE  
P.O. Box 23489  
Washington, D.C. 20026

## ARTICLE H.9. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

### 1. Service Involving the Use of Information Technology

#### YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

### 2. Noncommercial Supply Items Warranty

#### YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

### 3. Commercial Supply Products Warranty

**YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS**

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS	

(End of Clause)

**ARTICLE H.10. ANTI -LOBBYING**

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall only be used for normal and recognized executive-legislative relationships. Contract funds shall not be used, for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

**PART II - CONTRACT CLAUSES**

## **SECTION I - CONTRACT CLAUSES**

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:

<http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clauses.jsp>

### **General Clauses for a Cost-Reimbursement Service Contract**

## ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following substitution(s) will be made part of the resultant contract:

***Alternate I*** (October 1997) of FAR Clause **52.215-14, Integrity of Unit Prices** (October 1997) is added.

FAR Clauses **52.219-9, Small Business Subcontracting Plan** (September 2006), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.

FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**



## ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

### a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

#### 1. FAR Clause **52.217-8, Option to Extend Services** (November 1999).

"..The Contracting Officer may exercise the option by written notice to the Contractor within Prior to the completion date of the contract. [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION].

#### 2. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

"(a) The Government may extend the term of this contract by written notice to the Contractor within Prior to the completion date of the contract. [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to the completion date of the contract. The preliminary notice does not commit the Government to an extension."

"c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS."

#### 3. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (June 2003).

#### 4. FAR Clause **52.219-14, Limitations on Subcontracting** (December 1996).

#### 5. FAR Clause **52.227-14, Rights in Data - General** (June 1987).

#### 6. FAR Clause **52.237-3, Continuity of Services** (January 1991).

#### 7. FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).

#### 8. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

#### 9. FAR Clause **52.248-1, Value Engineering** (February 2000).

#### 10. FAR Clause **52.251-1, Government Supply Sources** (April 1984).

### b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

#### 1. HHSAR Clause **352.270-5, Key Personnel** (April 1984).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

*The following clauses are attached and made a part of this contract:*

1. **NIH (RC)-7, Procurement of Certain Equipment** (April 1984).

## ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

### FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

**a. FAR Clause 52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (December 2004)**

*(a) Definition. As used in this clause --*

*United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.*

*(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).*

*Notice to Employees*

*Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.*

*If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.*

*For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:*

*National Labor Relations Board*

*Division of Information*

*1099 14th Street, N.W.*

*Washington, DC 20570*

*1-866-667-6572*

*1-866-316-6572 (TTY)*

*To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.*

*(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.*

*(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts*

*in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.*

*(e) The requirement to post the employee notice in paragraph (b) does not apply to--*

*(1) Contractors and subcontractors that employ fewer than 15 persons;*

*(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;*

*(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;*

*(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--*

*(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and*

*(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or*

*(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.*

*(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--*

*(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 2021, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;*

*(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or*

*(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.*

*(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.*

*(End of Clause)*

b. FAR Clause **52.247-67, Submission of Transportation Documents for Audit** (February 2006).

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

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*[To be filled in by the Contracting Officer]*

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

#### SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (Non R & D)	<a href="#">pd-nonrd[1].pdf</a>
Attachment 2:	Proposal Intent Response Sheet	<a href="http://rcb.cancer.gov/rcb-internet/forms/intent.jsp">http://rcb.cancer.gov/rcb-internet/forms/intent.jsp</a>
Attachment 3:	Statement of Work	<a href="#">Statement of Work.pdf</a>
Attachment 4:	Background	<a href="#">Background.pdf</a>

#### TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 5:	Summary of Related Activities	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>

#### BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 6:	Proposal Summary and Data Record, NIH-2043	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 7:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	<a href="http://oamp.od.nih.gov/contracts/BUSCOST.HTM">http://oamp.od.nih.gov/contracts/BUSCOST.HTM</a> <a href="http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls">http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls</a>
Attachment 8:	Offeror's Points of Contact	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 9:	Certificate of Current Cost or Pricing Data	<a href="http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf">http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf</a>
Attachment 10:	Disclosure of Lobbying Activities, OMB Form SF-LLL	<a href="http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf">http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf</a>

#### INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 11:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	<a href="http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf">http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf</a>
Attachment 12:	Procurement of Certain Equipment, NIH(RC)-7	<a href="http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf">http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf</a>
Attachment 13:	Disclosure of Lobbying Activities, OMB Form SF-LLL	<a href="http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf">http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf</a>
Attachment 14:	Commitment to Protect Non-Public Information Contractor Agreement	<a href="http://irm.cit.nih.gov/security/Nondisclosure.pdf">http://irm.cit.nih.gov/security/Nondisclosure.pdf</a>

- Attachment 15: Roster of Employees Requiring Suitability Investigations <http://ais.nci.nih.gov/forms/Suitability-roster.xls>
- Attachment 16: Employee Separation Checklist <http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf>

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the Online Representations and Certifications Application (ORCA) at: <https://orca.bpn.gov/> and complete the Representations and Certifications; and
2. Complete, and include as part of your BUSINESS PROPOSAL, SECTION K which can be accessed electronically from the INTERNET at the following address:  
<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 1. GENERAL INFORMATION

#### Questions in Response to this Solicitation

Offerors may submit WRITTEN questions requesting clarification of the RFP contents. It is the Government's intention that questions posed by prospective offerors and responses to these questions will be distributed to all offerors. Information provided with each question must include the document name, specific page, paragraph, clause or other definitive citation requiring clarification. All questions must be submitted ELECTRONICALLY to Theresa H. Shroff at [ts144t@nih.gov](mailto:ts144t@nih.gov). FACSIMILE, TELEPHONE OR MAILED QUESTIONS WILL NOT BE ACCEPTED.

It is requested that all questions be received by June 1, 2007 at 2:00 pm local time to allow NCI adequate time to prepare and issue a response prior to receipt of proposals. NCI will continue to accept questions up to the closing date and time for the RFP. HOWEVER, time may not permit responses to questions received after June 1, 2007 to be prepared and issued prior to receipt of proposals.

#### a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2006)]

##### *(a) Definitions. As used in this provision--*

*"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.*

*"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.*

*"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.*

*"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.*

*"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.*

*Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).*

*(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).*

##### *(c) Submission, modification, revision, and withdrawal of proposals.*

*(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.*

*(2) The first page of the proposal must show--*

*(i) The solicitation number;*

*(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);*

*(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;*

*(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and*

*(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.*

*Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.*

*(3) Submission, modification, revision, and withdrawal of proposals.*

*(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.*

*(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--*

*(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or*

*(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or*

*(3) It is the only proposal received.*

*(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.*

*(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.*

*(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed*

*to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.*

*(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.*

*(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.*

*(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.*

*(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.*

*(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.*

*(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.*

*(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).*

*(e) Restriction on disclosure and use of data.*

*(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:*

*Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.*

*The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.*

*If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act. The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).*

*(2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:*

*"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."*

*(3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.*

*(f) Contract award.*

*(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.*

*(2) The Government may reject any or all proposals if such action is in the Government's interest.*

*(3) The Government may waive informalities and minor irregularities in proposals received.*

*(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.*

*(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.*

*(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.*

*(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.*

*(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.*

*(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.*

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

**Alternate I** (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

**Alternate II** (October 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

#### **b. NOTICE OF SMALL BUSINESS SET-ASIDE**

1. **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one such concern or organization. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair

proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.

2. **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts.

**c. NAICS CODE AND SIZE STANDARD**

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

1. The North American Industry Classification System (NAICS) code for this acquisition is 518210.
2. The small business size standard is \$23 million.

**d. TYPE OF CONTRACT AND NUMBER OF AWARDS**

It is anticipated that one award will be made from this solicitation and that the awards will be made on/about 09/15/2007.

It is anticipated that the award(s) from this solicitation will be a multiple-year Cost-Reimbursement type Completion, Options type contract consisting of a a Base Period of Performance of one (1) year 09/16/2007 - 09/15/2008, plus four (4) successive one (1) year options and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).

**e. ESTIMATE OF EFFORT**

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 85,220 labor hours including the base period and four (4) option periods/years. The estimated direct labor year 1 (Base Period) is as follows:

This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

**f. COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

**g. COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

**h. RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

**i. COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors is specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

**j. REFERENCE MATERIALS**

Reference materials including the SCPD Update and Fact Sheets are available on the SCPD website located at <http://www.sclid-nci.net>

**k. PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

**l. SERVICE OF PROTEST (SEPTEMBER 2006) - FAR 52.233-2**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
Office of Acquisitions  
National Cancer Institute  
244 Miller Drive, Room 102, Ft. Detrick

Frederick, Maryland 21702-1201

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**m. AVAILABILITY OF THE "FEDERAL ADP AND TELECOMMUNICATIONS STANDARDS INDEX."**

Copies of the "Federal ADP and Telecommunications Standards Index" can be purchased from the U.S. Government Printing Office, Superintendent of Documents, Washington, DC 20402.

**2. INSTRUCTIONS TO OFFERORS**

**a. GENERAL INSTRUCTIONS**

**INTRODUCTION**

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

**1. Contract Type and General Clauses**

It is contemplated that a cost-reimbursement, completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

## **2. Authorized Official and Submission of Proposal**

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

### **I. COVER PAGE**

Include RFP title, number, name of organization, DUNS No., identification of the proposal part, and indicate whether the proposal is an original or a copy.

### **II. TECHNICAL PROPOSAL**

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

### **III. BUSINESS PROPOSAL**

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

## **3. Proposal Summary and Data Record (NIH-2043)**

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See SECTION J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

## **4. Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See SECTION J, Attachment entitled, TECHNICAL PROPOSAL COST SUMMARY.) However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

## **5. Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

## **6. Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in PART IV, SECTION M of this RFP.

## **7. Potential Award Without Discussions**



The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

#### 8. Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

**Hard Metric** - - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

**Soft Metric** - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

**Dual Systems** - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

#### 9. Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

#### 10. Selection of Offerors

- a. The acceptability of the [scientific and] technical portion of each [research] contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written

critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.

- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d. If the Government intends to conduct discussions prior to awarding a contract -
  - 1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain. Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.
  - 2. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.  
While it is NCI's policy to conduct discussions with all offerors in the competitive range, NCI reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.
- e. The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f. The NCI reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NCI requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

## 11. Past Performance Information

- a. Offerors shall submit the following information as part of their Business proposal.  
A list of the last 5 contracts completed during the past Four years and THE LAST 4 CONTRACTS AWARDED currently being performed that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as Any subcontract over \$50,000.  
Include the following information for each contract or subcontract listed:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

## 12. **Electronic and Information Technology Accessibility**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194) require that all EIT acquired must ensure that:

- a. Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
  - b. Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.
- This requirement includes the development, maintenance, and/or use of EIT products/services, therefore, any proposal submitted in response to this solicitation must demonstrate compliance with the established EIT Accessibility Standards.

Further information about Section 508 is available via the Internet at <http://www.section508.gov>.

## 13. **Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)**

*This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/index.html>.*

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):**

- a. *Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).*
- b. *Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).*

*c. Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*

**b. TECHNICAL PROPOSAL INSTRUCTIONS**

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

**1. Technical Discussions**

The technical discussion included in the technical proposal should respond to the items set forth below:

**a. Statement of Work**

**1. Objectives**

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

**2. Approach**

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

**3. Methods**

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

**4. Schedule**

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

**b. Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

**OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL**

**GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.**

**1. Principal Investigator/Project Director**

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

**2. Other Investigators**

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

**3. Additional Personnel**

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

**4. Resumes**

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

**2. Technical Evaluation**

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in SECTION M - Evaluation Factors for Award of this solicitation.

**3. Additional Technical Proposal Information**

- a. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

- b. The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

#### 4. Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b. Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d. Other factors you feel are important and support your proposed research.
- e. Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

- 5. **Information Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

**IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "INFORMATION SECURITY."**

The Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source. The National Institute of Standards and Technology (NIST) has issued a number of publications that provide guidance in the establishment of minimum security controls for management, operational and technical safeguards needed to protect the confidentiality, integrity and availability of a Federal information system and its information.

The Statement of Work (SOW) requires the successful offeror to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies the following requirements apply to this solicitation:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/policies/FISMA-final.pdf>

##### a. Information Type

☒Administrative, Management and Support Information:

☐C.2.2.3. Regulatory Creation Information Type

☐Mission Based Information:

##### b. Security Categories and Levels

Confidentiality Level:	<input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High
Integrity Level:	<input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High
Availability Level:	<input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High

**Overall Level:** ☒ **Low** ☐ **Moderate** ☐ **High**

**c. Position Sensitivity Designations**

Prior to award, the Government will determine the position sensitivity designation for each contractor (including subcontractor) employee that the successful offeror proposes for work under the contract. For proposal preparation purposes, the following designations apply:

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

☒ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI)

☒ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the contractor will be required to submit a roster of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a federal information system(s). The Government will determine and notify the Contractor of the appropriate level of suitability investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

<http://ais.nci.nih.gov/forms/Suitability-roster.xls>

Upon receipt of the Government's notification of applicable Suitability Investigations required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

**d. Information Security Training**

HHS policy requires contractors/subcontractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each contractor/subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements ( <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>). This document provides information about information security training that may be useful to potential offerors.

**e. Offeror's Official Responsible for Information Security**

The offeror shall include in the "Information Security" part of its Technical Proposal the name and title of its official who will be responsible for all information security requirements should the offeror be selected for an award.

f. NIST SP 800 26 Self Assessment Questionnaire

The offeror must include in the "Information Security" part of its Technical Proposal, a completed Self-Assessment Questionnaire required by NIST Draft SP 800-26, Revision 1, Guide for Information Security Program Assessments and System Reporting Form at: (<http://csrc.nist.gov/publications/drafts/Draft-sp800-26Rev1.pdf>, See Appendix B for submission format.) NIST 800-26 assesses information security assurance of the offeror's internal systems security. This assessment is based on the Federal IT Security Assessment Framework and Draft NIST SP 800-53, Revision 1, Recommended Security Controls for Federal Information Systems, at: (<http://www.csrc.nist.gov/publications/drafts/800-53-rev1-clean-sz.pdf>).

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW to (1) develop a Federal information system(s) at the offeror's/subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the offeror's/subcontractor's facility.

g. Draft Information System Security Plan

The offeror must include a draft Information System Security Plan (ISSP) using the current template in Appendix A of NIST SP 800 18, Guide to Developing Security Plans for Federal Information Systems (<http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>). The details contained in the offeror's draft ISSP must be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels.

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW with the offeror whenever the submission of an ISSP is required.

Note to Offeror: The resultant contract will require the draft ISSP to be finalized in coordination with the Project Officer no later than 90 calendar days after contract award. Also, a contractor is required to update and resubmit its ISSP to NIH every three years following award or when a major modification has been made to its internal system.

h. References

1. Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/policies/FISMA-final.pdf>
2. DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
3. NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>  
The following NIST publications may be found at the following site: <http://csrc.nist.gov/publications/>  
[Note: The search tool on the left side of this page provides easy access to the documents.]
4. NIST Special Publication 800-16, Information Technology Security Training Requirements; and Appendix A-D
5. NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems
6. NIST SP 800-26, Revision 1, Computer Security



7. NIST SP 800-53, Revision 1, Recommended Security Controls for Federal Information Systems
8. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I; and  
Volume II, Appendices to Guide For Mapping Types of Information and Information Systems To Security Categories, Appendix C, and Appendix D
9. NIST SP 800-64, Security Considerations in the Information System Development Life Cycle
10. FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
11. FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems

### **c. Additional Technical Proposal Instructions Specific to this RFP**

#### **c. ADDITIONAL TECHNICAL PROPOSAL INSTRUCTIONS SPECIFIC TO THIS RFP**

##### **A. Technical Discussions**

##### **b. Statement of Work**

Sufficient information about the proposed organizational structure and the management oversight plan should be provided as to indicate how the successful completion of the work will be assured. The person who will be responsible for the overall implementation of the contract and any approved tasks shall be identified. How that person will utilize the proposed staff, and/or any subcontractor (s) or consultant(s) to meet the requirements for the project shall be defined.

##### **Personnel**

Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

The Offeror must provide documentation describing specific, concise, and relevant experience of the persons to be designated as Project Manager and all other key personnel. Curricula vitae for each proposed professional staff must be submitted (limit two single-sided pages per person), giving a brief summary of relevant education, training, experience and level of responsibility, indicating dates, places and number of years.

The Offeror must name individuals among their key personnel who have the knowledge and expertise to fulfill SCPD Program needs in the specialty areas described below, and who could be assigned to or brought in on specific tasks on short notice. The specialty areas are: 1) legislative database development and maintenance, 2) Web hosting of Program World Wide Web site, database hosting, and information dissemination of data; 3) legislative data identification and retrieval; 4) specialized report preparation; 5) research and analysis of data; 6) editorial and graphic services; 7) overall project management; and 8) scientific conferences and meetings.

Additionally, professional personnel assigned to this project must have experience in the following areas: 1) the applications of research, 2) identification and development of initiatives and activities to facilitate and support needs of the SCPD program, and 3) promoting interaction and support across multiple projects. Depth of technical knowledge and data base management experience of relevant staff available for this contract on an ongoing basis will be evaluated. Evidence of commitments of staff to other contracts and proposed in other proposals must be provided. All proposed Contractor consultants and subcontractors shall be identified, and their function on particular tasks or in specialized areas described in detail. Project management, administrative, and fiscal relationships with subcontractors shall be described.

##### **1. Project Manager**

List the name of the Project Manager (PM) responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the PM who will be responsible for the overall implementation of any awarded contract. The PM will be the principal liaison between the Contractor and the SCPD Program. This assignment must be no less than 75 percent of the individual's time. Discuss the qualifications, experience, and accomplishments of the PM. He/she shall have four (4) years of related experience managing and overseeing the development of a publicly-accessible cancer legislative database, or alternatively any publicly-accessible legislative database, related to the requirements of the Statement of Work as well as the management and oversight of the development, maintenance, and hosting of a legislative database Web site. This individual shall be a senior staff member of the company and shall have documented and demonstrated experience managing and directing project personnel with database management, processing, and hosting skills as well as personnel with legal research and analysis skills. The proposed Project Manager shall have subject matter knowledge and demonstrated experience in: technical writing and production of Web-based products; managing concurrent multiple task assignments, ensuring quality control and meeting deadlines; controlling/managing costs; disease prevention and control programs (with emphasis on cancer); legal research and analysis of cancer legislation; and project planning and program-related evaluation. The database manager/programmer shall have two (2) years of recent related experience in programming, testing and coordinating the development of a publicly-accessible cancer legislative database, or alternatively any publicly-accessible legislative database, related to the requirements of the Statement of Work.

State the estimated time to be spent on the project and the areas of phases for which he/she will be responsible. If the PM proposed for this RFP is committed in excess of 100% of his/her time, the proposal must include appropriate explanations.

## 2. Other Investigators

Proposed senior staff shall have a minimum of three (3) years of relevant experience with advanced degrees (or equivalent experience). Other professional staff shall have at least two years of experience in relevant areas of expertise. The areas of expertise listed below shall be covered among proposed professional staff: development and maintenance of an online legislative database; hosting, programming and maintaining a World Wide Web site; word processing, graphics and document layout for web-based products; use of electronic data systems; editing and proofreading of online products; topical knowledge of tobacco, cancer, and disparities-related state legislation; interpretation and application of research and analysis of data retrieved from an online legislative database; evaluation of health-related legislation and health-related legislative data; technical/scientific writing based upon review and analysis of data retrieved from an online legislative database; communications; and online search, review, and synthesis of technical literature.

State the estimated time each will spend on the project and the areas or phases for which each will be responsible.

## 3. Additional Technical Proposal Information

c. Offerors must possess skills in managing and carrying out work of similar scope and complexity that is related to the proposed tasks. Recent experience shall encompass work conducted within the last five years. Related work of the offeror shall be briefly listed showing contract number, name of the respective contractor program manager, client, brief description of work, start and completion dates, and approximate funding, and names and phone numbers of individuals who may be contacted as references for work that is cited. The NCI will use that information in the evaluation of the proposal.

## 4. Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

Other factors you feel are important and support your proposed management support.

## 5. Project Emphasis

The project is particularly designed to:

- provide database and website maintenance, technical support and expertise for SCPD surveillance and program operations, information dissemination, and evaluation study of the significance and impact of state and local cancer-related policies,

- Logistical support will consist of scientific meetings/presentations, data packages, as well as other tasks described in the Statement of Work.

NOTE: The offeror must be available within twenty four (24) hours' notice for meetings and for receipt and delivery of reports and materials at the NIH, Bethesda, Md. The Contractor shall be in daily contact with the NCI staff to meet urgent deadlines for requests for information, such as those emanating from the Office of the Director, NCI; the Executive Branch, i.e., the White House; and the Office of Management and Budget, and the Legislative Branch, i.e., the Congress.

#### d. **BUSINESS PROPOSAL INSTRUCTIONS**

##### 1. **Basic Cost/Price Information**

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

##### 2. **Proposal Cover Sheet**

The following information shall be provided on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
  2. Name and address of Offeror;
  3. Name and telephone number of point of contact;
  4. Name, address, and telephone number of Contract Administration Office, (if available);
  5. Name, address, and telephone number of Audit Office (if available);
  6. Proposed cost and/or price; profit or fee (as applicable); and total;
  7. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
  8. Date of submission; and
  9. Name, title and signature of authorized representative.
- This cover sheet information is for use by offerors to submit information to the Government when cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

##### 3. **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data [FAR Clause 52.215-20 (October 1997)]**

*(a) Exceptions from cost or pricing data.*

*(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.*

*(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.*

*(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include*

*(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;*

*(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;*

*(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.*

*(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.*

*(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:*

*(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408.*

*(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406 2.*

*(End of provision)*

#### **4. HUBZone Small Business Concerns**

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

#### **5. Earned Value Management System**

**IMPORTANT NOTE TO OFFERORS:** The following information shall be addressed in a separate section of the Business Proposal entitled, "Earned Value Management System."

- a. This resulting contract will be a Tier 1 information technology investment and must apply Earned Value Management (EVM) principles for tracking investment cost, schedule, and performance in full compliance with American National Standards Institute Electronic Industries Alliance (ANSI/EIA) Standard 748 A (Criteria 1 32).

**OR**

- a. This resulting contract will be a Tier 2 information technology investment and must apply Earned Value Management (EVM) principles for tracking investment cost, schedule, and performance, but need only comply with a subset of ANSI/EIA Standard 748 A criteria (Criterion 1, 2, 3, 6, 7, 8, 16, 22, 27, and 28).

**OR**

- a. This resulting contract will be a Tier 3 information technology investment and must apply Earned Value Management (EVM) principles for tracking investment cost, schedule, and performance, but is not required to meet ANSI/EIA Standard 748 A criteria.
- b. Earned Value Management (EVM) is a project management system used by the contractor to effectively integrate the project technical scope of work with schedule and cost elements for optimum project planning and control. The qualities and operating characteristics of earned value management systems are described in American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) Standard 748 A 1998, Earned Value Management Systems, approved: May 19, 1998, Reaffirmed: August 28, 2002.
- c. The offeror shall provide documentation that the Contracting Officer has recognized that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard 748.
- d. If the offeror proposes to use a system that does not meet the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.
  - 1. The plan shall--
    - i. Describe the EVMS the offeror intends to use in performance of the contracts;
    - ii. Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
    - iii. Describe the management system and its application in terms of the EVMS guidelines;
    - iv. Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
    - v. Provide documentation describing the process and results of any third party or self evaluation of the system's compliance with the EVMS guidelines.
  - 2. The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
  - 3. The Government will review the offeror's plan for EVMS before contract award.
  - 4. The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.
- e. The offeror shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.
- f. The Government will conduct an Integrated Baseline Review (IBR) prior to contract award. The objective of the IBR is for the Government and the Contractor to jointly assess technical areas,

such as the Contractor's planning, to ensure complete coverage of the contract requirements, logical scheduling of the work activities, adequate resources, methodologies for earned value (budgeted cost for work performed (BCWP)), and identification of inherent risks.

Offerors [ ] **Will** [ ] **Will Not** be directly compensated for the costs of participating in a pre-award IBR.

## 6. Qualifications of the Offeror

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

### a. General Experience

*General experience* is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

### b. Organizational Experience Related to the RFP

*Organizational experience* is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

### c. Performance History

*Performance history* is defined as meeting contract objectives within **delivery** and **cost schedules** on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

### d. Pertinent Contracts

*Pertinent contracts* is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

### e. Pertinent Grants

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

## 7. Other Administrative Data

### a. Royalties

The offeror shall furnish information concerning royalties which are anticipated to be paid in connection with performance of work under the proposed contract.

### b. Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)

*The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232 34, Payment by Electronic Funds Transfer Other than Central Contractor Registration.*

- (1) The solicitation number (or other procurement identification number).*
  - (2) The offeror's name and remittance address, as stated in the offer.*
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.*
  - (4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.*
  - (5) The offeror's account number and the type of account (checking, savings, or lockbox).*
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.*
  - (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and, therefore, not the receiver of the wire transfer payment.*
- (End of Provision)*

**c. Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

**d. Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provision is applicable:

**HHSAR 352.232-75, Incremental Funding (January 2001)**

(a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

(b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

**8. Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a. Willingness to perform as a subcontractor for specific duties (list duties).
- b. What priority the work will be given and how it will relate to other work.
- c. The amount of time and facilities available to this project.
- d. Information on their cognizant field audit offices.
- e. How rights to publications and patents are to be handled.
- f. A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

**9. Proposer's Annual Financial Report**

***This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1. of this RFP.***

All offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

**OR**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

**10. Representations and Certifications - SECTION K**

One copy of SECTION K (which includes FAR Clause 52.204-8 Annual Representations and Certifications) shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of SECTION K shall be submitted from any proposed subcontractor. SECTION K can be found at: <http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

**11. Travel Costs/Travel Policy****a. Travel Costs - Commercial**

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

**12. ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS SPECIFIC TO THIS RFP**

Please see Section J, List of Attachments, Attachment 8, *Breakdown of Proposed Estimated Costs (plus fee)* w/Excel Spreadsheet for assisting with business proposal preparation.

<http://oamp.od.nih.gov/contracts/BUSCOST.HTM>

<http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls>



## Options

It is anticipated that any award made from this solicitation will contain option provisions as specified below. The offeror must submit a breakdown of estimated costs for the base period as well as all option periods.

Base Period: September 15, 2007 - September 14, 2008

Option 1: September 15, 2008 - September 14, 2009

Option 2: September 15, 2009 - September 14, 2010

Option 3: September 15, 2010 - September 14, 2011

Option 4: September 15, 2011 - September 14, 2012

## Uniform Assumptions

### Direct Labor

Two broad categories comprise the task areas required: program technical/scientific support and program administrative logistical support. It is anticipated that the technical/scientific support will require approximately 78% of effort and the administrative support will require approximately 22% level of effort.

The estimated annual level of effort in FTEs based on 2080 hours per FTE is:

Year 1 8.19 FTE

Year 2 8.19 FTE

Year 3 8.19 FTE

Year 4 8.19 FTE

Year 5 8.19 FTE

### Travel

Local travel between the Contractor's facilities and the NCI office for daily interactions with NCI staff as required on an as-needed basis. Travel outside the immediate geographical area also will occur and may relate to the conduct of scientific-oriented tasks, technical consultation, and presentations at professional meetings. For budget planning purposes, you may assume that such meetings will be equally divided between Chicago, Los Angeles, Denver and New York. The following types of travel per year for two people are considered typical:

Meetings: Approximately two trips @ two days

### Other Direct Costs

#### Communications

The Contractor will be in contact with the Project Officer by telephone on a routine basis.

#### Delivery Services

Anticipate daily delivery service between Contractor and OPAR, Building 31, Bethesda or other designated locations. Special deliveries may be required and Contractor should have the capability of responding on short notice.

#### Mailings

Mailings will include the shipment or delivery of conference materials to meeting locations; this may include express mail.

#### Reproduction, Slides, Graphics

##### Photocopies

Photocopies of enacted legislation 1,747/year

Slides and posters 1,648/year

Graphs, charts and layouts 100/year

Camera-ready copy (8-1/2 x 11" pages) 200/year

### Equipment/Facilities

The Government will not pay (as a direct cost) for the purchase of equipment such as computers, typewriters, photocopy machines. The offeror is expected to have adequate equipment in place to accomplish tasks in accordance with the Statement of Work. Computer hardware/software must be compatible with Adobe Acrobat, Internet Explorer, Microsoft Access, Microsoft Excel, Microsoft Word, Macromedia Cold Fusion, SQL Server, WebTrends, and, on a MacIntosh platform, Adobe Creative Suite, including InDesign, Illustrator, and Photoshop.

The Government will not pay (as a direct cost) for the establishment or maintenance of a local office, facility or any other special arrangement for this purpose. The establishment of any special offices, facilities or other special arrangements to meet these minimum requirements at the expense of the offeror must be completed within 45 days from the effective date of the contract and be subject to approval by the Project Officer as to suitability and adequacy.

The offeror must be available within twenty four (24) hours' notice for meetings and for receipt and delivery of reports and materials at the NIH, Bethesda, Md. The Contractor shall be in daily contact with the NCI staff to meet urgent deadlines for requests for information, such as those emanating from the Office of the Director, NCI; the Executive Branch, i.e., the White House; and the Office of Management and Budget, and the Legislative Branch, i.e., the Congress.

The offeror must address how it will assume responsibility for all aspects of the Statement of Work and begin performance at 8:30 am on the first day of the contract.

## SECTION M - EVALUATION FACTORS FOR AWARD

### GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against three (3) factors. The factors in order of importance are: technical, cost, and past performance. Although technical factors are of paramount consideration in the award of the contract, past performance and cost/price are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government intends to make an award to that offeror whose proposal provides the best overall value to the Government.

### 1. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. THE OFFEROR SHALL INCLUDE ALL INFORMATION WHICH DOCUMENTS AND/OR SUPPORTS THE QUALIFICATION CRITERIA IN ONE CLEARLY MARKED SECTION OF ITS PROPOSAL/THE OFFEROR SHALL PROVIDE AN INDEX WITHIN ITS PROPOSAL WHICH DIRECTS THE REVIEWER(S) TO THE SPECIFIC AREA(S) OF THE PROPOSAL THAT ADDRESS A PARTICULAR MANDATORY QUALIFICATION.

The qualification criteria establishes conditions that must be met at the time of receipt of Final Proposal Revisions (FPRs) by the Contracting Officer in order for your proposal to be considered any further for award.

#### MANDATORY EVALUATION CRITERIA

1. The offeror shall demonstrate its ability to meet the mandatory requirement to be available within twenty-four (24) hours' notice for meetings and for receipt and delivery of reports and materials at the National Institutes of Health in Bethesda, Maryland. In addition, the offeror must address their capability for assuming responsibility for all aspects of the Statement of Work and begin performance on the first day of the contract.

Note: The Government will not pay (as a direct cost) for the establishment or maintenance of the local office or any other office of the Contractor.

Justification: The success of the SCPD Program, which this contract supports, requires close interaction with the OPAR. The Contractor shall be required to be in daily contact with the NCI staff to meet urgent deadlines for requests for information, such as those emanating from the Office of the Director, NCI, the Executive Branch (i.e., White House and the Office of Management and Budget) and the Legislative Branch (i.e., Congress), resolve problems arising from work assigned, to participate in working meetings concerning present and future projects. In addition, the complexity of work to be performed under this contract may create many possibilities for misunderstanding and error. The ready availability of project staff will make it possible to maintain maximum flexibility and responsiveness while avoiding error and misunderstanding. Therefore, the requirement for - on 24 hours notice - availability will help to assure the success of the SCPD Program and is not considered excessively restrictive.

### 2. EVALUATION OF OPTIONS

It is anticipated that any contract awarded from this solicitation will contain option provisions and periods. Specifically, the resultant award will consist of a base period of one (1) year plus four (4) option years for a potential total of five (5) contract years.

In accordance with FAR Clause 52.217-5, Evaluation of Options, (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the options.

### 3. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

## EVALUATION FACTORS FOR AWARD

Please see Section L, Additional Technical Proposal Instructions, for more information.

### TECHNICAL EVALUATION CRITERIA

#### A. Qualifications, Capabilities and Experience of Personnel 40%

Proposed personnel will be evaluated on their documented, demonstrated, and relevant technical expertise, education, availability, and experience, highlighting that which was obtained within the past four (4) years the following areas: data processing; maintenance and development of cancer-related legislative databases and web sites; and complex legal research and analysis of cancer control legislative measures. In addition, the offeror must submit a detailed management plan that delineates lines of authority and describes the overall organizational structure necessary to organize, direct and manage this project.

The key personnel assigned to this project will include the Project Manager and a Database Manager (who may be identified as a Co-Project Manager). The Project Manager shall have a minimum of four (4) years of recent, related experience managing and overseeing the development of a publicly-accessible cancer legislative database, or alternatively any publicly-accessible legislative database, related to the requirements of the Statement of Work as well as the management and oversight of the development, maintenance, and hosting of a legislative database Web site. This individual shall be a senior staff member of the company and shall have documented and demonstrated experience managing and directing project personnel with database management, processing, and hosting skills as well as personnel with legal research and analysis skills. The proposed Project Manager shall have subject matter knowledge and demonstrated experience in: technical writing and production of Web-based products; managing concurrent multiple task assignments, ensuring quality control and meeting deadlines; controlling/managing costs; disease prevention and control programs (with emphasis on cancer); legal research and analysis of cancer legislation; and project planning and program-related evaluation. The database manager/programmer shall have a minimum of two (2) years of recent related experience in programming, testing and coordinating the development of a publicly-accessible cancer legislative database, or alternatively any publicly-accessible legislative database, related to the requirements of the Statement of Work. Proposed senior staff must have a minimum of three (3) years of relevant experience with advanced degrees (or equivalent experience). Other professional staff shall have at least two years of experience in relevant areas of expertise. The areas of expertise listed below shall be covered among proposed professional staff: development and maintenance of an online legislative database; hosting, programming and maintaining a World Wide Web site; word processing, graphics and document layout for web-based products; use of electronic data systems; editing and proofreading of online products; topical knowledge of tobacco, cancer, and disparities-related state legislation; interpretation and application of research and analysis of data retrieved from an online legislative database; evaluation of health-related legislation and health-related legislative data; technical/scientific writing based upon review and analysis of data retrieved from an online legislative database; communications; and online search, review, and synthesis of technical literature.

#### B. Understanding the Statement of Work and Proposed Approach to Accomplishing the Objectives 30%

The offeror shall provide a detailed Work Plan (Plan) outlining the technical approach and demonstrate a clear understanding of the work to be performed, including an understanding of the mission of the SCPD Program, the objectives and requirements of the Statement of Work, and the services required. The Plan shall address, from a technical and management standpoint, the offeror's specific understanding of and approach to supporting the statement of work requirements for data processing, IT system security, maintenance and development of cancer-related legislative databases and web sites, and performing complex legal research and analysis of cancer control legislative measures. The Plan must address responsiveness, quality, efficiency, and effectiveness of the proposed approach. The Plan must identify the resources within the organization necessary to support this effort and how the various activities will be coordinated and staffed and the relationship between the staff/groups.

#### C. Organizational Experience and Expertise 20%

The offeror shall document its specific qualifications and expertise (and that of any proposed subcontractors) in supporting a project of the size, magnitude and complexity as outlined in the Statement of Work. The offeror shall document its commitment to and current/previous ability to acquire, maintain, and train highly qualified scientific and technical staff with expertise in the content areas described in the Statement of Work. The offeror must address how the organization will transition work at the end of the contact (Phase Out) as specified in the Statement of Work.

**D. Facilities and Resources of Company 10%**

The offeror must document the appropriateness, adequacy and availability of suitable facilities and equipment to perform all of the requirements identified in the Statement of Work.

**4. PAST PERFORMANCE FACTOR**

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of the results of the evaluation of factors other than past performance.